

Medical Evidence Procurement Agreement

BETWEEN

AND

CITI MEDICAL LIMITED

Whose registered office is situated at: Unit 2, 4 Howard Street, Bolton, BL1 8HS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings: -

<u>Term</u>	<u>Definition</u>
"The Provider"	Means a corporate body as shown on the front page of this agreement, labelled: " the provider"
"Nephex"	A case management system licensed to the provider from Nephos Solutions Limited.
"The Client"	Means a Solicitor, individual or corporate body as shown on the front page of this agreement, labelled: "the client".
"Claimant"	Means a person who requires the procurement of a medical evidence report, who is usually represented by the client.
"Expert"	Means a Medical Expert who is appropriately experienced and qualified to deliver the service requested by the provider.
"GP"	Means a General Practitioner who is an accredited Medical Expert.
"Consultant"	Means a Medical Consultant who is an accredited Medical Expert.
"Report"	means a medical evidence report prepared by the Medical Expert.
"CPR"	means a medical Consultant who is a Medical Expert.
"Medical records"	means any medical notes or records relevant to the Claimant, and to their injuries sustained in the accident relevant to their claim.
"MROA Agreement"	means "Medical Reporting Organisation Agreement 2010". A discount scheme offered to the TPI for payment of fees within 90 days of the invoice being supplied.
"TPI"	means "Third Party Insurer".
"VAT"	means "Value Added Tax" chargeable at the current rate of 20%
"Failed Case"	means a case which fails to secure compensation for the Claimant.
"Schedules"	means the schedules attached to this agreement.
"DNA"	means the Claimant failed to attend their confirmed appointment.

Background to the Agreement

Whereas the Client acts for Claimants in personal injury compensation cases, the Provider will arrange medico-legal reporting services for the Claimants on behalf of the Client. In compliance with the Schedules of this agreement, the Client agrees to be bound to the terms set out in this agreement. Where the instruction for medical evidence is subject to the MEDCO rules, the instruction must be sent direct to the provider, with clear instructions to detail the service required. Citi Medical Limited will instruct the expert, manage the case workflow and deliver the medical report to the instructing party within the agreed SLA. All payments for services provided must be sent to the provider, in compliance with section 2 of this agreement.

It is agreed as follows:

1 AGREEMENT BETWEEN THE PARTIES

- 1.1 The provider will, upon receipt of instruction from the Client by email, facsimile, post or secure web service, use its best endeavors to provide suitable medical Experts and a completed medico-legal report within the timescales laid down by Medco, the CPR and an agreed SLA, and in compliance with the schedules of this agreement.
- 1.2 The Client will instruct the Provider to acquire independent medical evidence to assist the Claimants represented by the Client in obtaining medical evidence to support their claim in relation to a personal injury they have sustained.
- 1.3 Where the requested Expert is a GP, the Provider will deliver the service as set out in Schedule 1, table A. Where the requested Expert is an Orthopedic Consultant the Provider will use their best endeavors to deliver the service as set out in Schedule 1, table A. The procurement of Medical records can affect compliance as this process is beyond the control of the Provider.
- 1.4 Where the Expert is a Specialist Consultant, the Provider will procure this service and will endeavor to work to the service standard set out in Schedule 1, table A. However, where Medical Records are required, and the Provider is requested to procure the Medical Records, the Provider cannot guarantee service delivery as delays can often occur in dealing with the third party data provider.
- 1.5 Where the Provider is required to procure Medical Records, the Provider will request consent from the Claimant immediately, then subsequently request the required Medical Records from the data provider, pay the data provider's invoice and forward the Medical Records onto the Expert for their review in the Report.
- 1.6 The Provider operates their case management system on the Nephex software, this software is electronically integrated with other service providers involved in the medical and rehabilitation procurement process. The Provider will take sole responsibility for licensing and payment of all related case management fees payable to the software provider relating to the instruction for services.
- 1.7 Where there is a requirement to handle personal data, both the Provider and the Client will be jointly responsible to uphold regulatory compliance. The Provider will ensure all corporate partners have compliant data handling policies
- 1.8 Where the Clients representative (Case Manager, Fee Earner or related personnel) has knowledge that the case has failed, for any reason, the Clients representative must notify the Provider with immediate effect. The Provider will issue an "Application for Fee Waiver" form within 48 hours and this form must be completed and returned to the Provider within 14 days of receipt.

2 COLLECTION AND PAYMENT OF FEES

- 2.1 As the primary obligator to pay the Provider (strictly in accordance with the Law Society's Guide to the professional conduct of Solicitors and in particular the Solicitors Accounts Rules) the Client agrees to pay the fees either within 14 business days following the date of settlement of the relevant case, or on settlement of the invoice by the TPI, or such lesser period as determined in Section 3 to this agreement; whichever is the sooner.
- 2.2 All payments must be paid directly to the providers office address as shown on the front of this address. The provider will (within 7 days) receipt your payment and discharge the invoice liability to Citi Medical Limited.
- 2.3 The Provider will notify the Client within 7 days of payment being received from the TPI and will raise an appropriate VAT invoice, marked as fully paid.
- 2.4 The Client will use its best endeavors to collect the fees, and furthermore, the Client will take such action in respect of any cases, as the Provider or the Client shall reasonably require with regard to the recovery of the fees.
- 2.5 In the event of fees not being recovered in full, where the Expert is a GP, the provider will support the Client and/or Claimant in respect of any loss. The Provider will offer the Client a write off facility as set out in 6.1, on the successful submission and acceptance of an "Application for Fee Waiver" form.
- 2.6 In the event of fees not being recovered in full, where the Expert is Consultant, the provider will support the Client and/or Claimant in respect of any loss. The Provider will offer the Client a write off facility as set out in 6.2, on the successful submission and acceptance of an "Application for Fee Waiver" form.
- 2.7 The Provider will agree to consider any application for a fee waiver, if the "Application for Fee Waiver" is submitted within 14 days of becoming aware that the case has failed. In the event that the Client fails to comply with its obligations under this clause, the Client will forgo any application to request the invoice to be discounted.

3 CREDIT TERM AND LIMIT

- 3.1 The Agreement comes into force on the date of signing and will continue until terminated by either party giving the other no less than three months written notice.
- 3.2 Upon termination, the terms of The Agreement will remain binding on both parties as though the Agreement were still in place in relation to all cases where the Provider has already accepted instructions.
- 3.3 For all medical evidence reports, the provider will allow the client a credit term of 24 months or settlement of case, whichever is the sooner, against specific invoices.

- 3.4 For medical records procurement, the provider will allow the client a credit term of 30 days. Where the medical records procurement is related to a case managed by Citi Medical, the provider will allow the client a credit term of 24 months or settlement of case, whichever is the sooner.
- 3.5 The provider will allow the client a credit facility of £100,000, which can be reviewed every three months by the Provider.
- 3.6 The credit and commercial terms, relating to individual instructions will be displayed on each instruction acknowledgement email.

4 PROCUREMENT OF MEDICAL RECORDS

- 4.1 Both the Client and the Provider accept that the Procurement of medical records is a "value added" service and the terms of engagement are set out in section 4 of this agreement.
- 4.2 The Client will instruct the Provider to procure medical records by email, letter or other form of written instruction.
- 4.3 The client will have secured the permission of the Client to allow the Provider to request their consent to procure their personal medical records.
- 4.4 The Provider will fund the purchase of the medical records and recharge the client at the rate of 'Cost or records plus £30'. This is an administration fee chargeable to cover the cost of the procurement, set out in Schedule 2, Table A.
- 4.5 The client agrees to pay all medical records procurement invoices in full, regardless of the outcome of the case.
- 4.6 Where the medical records are associated with a specific case, the charge for the medical records procurement will be added to the invoice for the specific case, and will become payable at the same time as the medical report invoice.
- 4.7 Where the medical records are not associated with a specific case, the charge for the medical records procurement will be detailed on a sales invoice and will become payable in compliance with 3.4 of this agreement.

5 INTERIM PAYMENTS

- 5.1 Where there is a requirement to provide diagnostic services, specialist treatment or reporting for the Claimant, and the invoice value is greater than £1,000 the Provider will request an interim payment of 50% against the specified services or treatment invoice. This payment will be offset against the final invoice. The balance payment is payable in line with the terms and conditions set out in section 3 of this agreement.

6 WRITE OFF FACILITY

- 6.1 Where the medical Expert is a GP and the credit application is successful, the Provider will offer a discount of 100% against the specified case invoice.
- 6.2 Where the medical Expert is a Consultant and the credit application is successful, the Provider will offer a discount of 10% against the specified case invoice.
- 6.3 Any write off request will be subject to the following conditions:-
- 6.4 The client has complied with clause 2.6 in respect of the specific invoice which is requesting credit
- 6.5 This loss or credit request is not related to Fee Earner error.
- 6.6 Where the Provider and Client are in a profit sharing agreement, and the credit application is successful, the value of the write off credit will be debited from the profit share account.
- 6.7 Where the write off application is in relation to a fraud allegation from the paying party, the write off request will be granted, however, the provider will be granted permission to pursue the Claimant direct for the invoice value plus costs and statutory interest.

7 LEGAL EXPENSE INSURANCE

- 7.1 For all Consultant Medical Reports, where Legal Expense Cover is in place, the client will use its best endeavors to claim on the policy for all cases that fail to conclude successfully.

8 TERMINATION

- 8.1 Either party may terminate this Agreement by giving written notice to the other party on the happening of any of the following events: -
- 8.2 The other party committing a material breach of this Agreement or a breach of this Agreement which is not material but fails to remedy such breach within 28 days of being given notice requiring remedy of the breach.
- 8.3 The other party has a receiver, administrative receiver or administrator appointed over any of its assets or a petition to be presented or a resolution passed for its winding up, otherwise than for the purpose of a solvent reorganisation.
- 8.4 The other party ceases business.
- 8.5 Termination of this Agreement shall be without prejudice to the payment of any Fees up to the date of termination.

9 ASSIGNMENT

- 9.1 This Agreement shall not be assignable by either the Client or the Provider without the prior consent of the other which will not be unreasonably withheld. This does not preclude the Provider entering into invoice discounting facilities with its funders nor assigning this Agreement as part of a solvent reorganisation.

10 GLOSSARY AND SCHEDULES

- 10.1 The Glossary and Schedules to this Agreement are hereby incorporated into and constitute part of this Agreement.

11 CONFIDENTIALITY

- 11.1 Both parties agree to comply with their respective obligations under the Data Protection Act 1998 (as amended) and the Privacy and Electronic Communications Regulations 2003 (as amended).
- 11.2 Except as reasonably required to execute the terms of The Agreement, neither party will disclose to any person or body any information acquired by them in connection with their relationship.

12 DNA POLICY

- 12.1 If a Claimant fails to attend a confirmed appointment arranged by the Provider, there is no charge for the first missed appointment. Any subsequent appointments the Claimant will be invoiced £50 This is for GP reports only. Missed appointments for Consultants are charged at the experts discretion.
- 12.2 The Provider will request the client to use their best endeavors to recover this fee directly from the Claimants damages. If the Client has terminated their engagement with the Claimant, the Provider reserves their right to collect this fee directly from the Claimant.

13 NOTICES

- 13.1 All notices shall be in writing and sent to the address of the recipient set out on the front page of this agreement, or as notified by the parties from time to time. Any notice may be delivered by hand, international courier or by first class prepaid letter and shall be treated as being served when delivered (in the case of hand delivery or delivery by international courier), or 48 hours after posting (in the case of first class prepaid letter).

14 APPLICABLE LAW

- 14.1 This agreement will be governed by and constructed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England.

15 PRIVACY POLICY

- 15.1 In recognition of our GDPR responsibilities, we have a legal duty to protect any information we collect from you. We assure you that your data will be kept strictly confidential and never passed to any individual or company outside of our group structure. If you would like to have your data removed from our system, please put your request to us in writing to our Data Protection Officer or email us at gdpr@citimedical.co.uk

16 SHARING VALUE

- 16.1 Both the Client and the Provider are entering into this agreement to achieve a mutually agreeable profit share from service income.
- 16.2 The Provider will provide operational and medical staff to provide the services set out in Schedule 1 Table A. The Client will provide marketing and operational support as required.
- 16.3 The Provider will pay all treatment providers to terms of their agreement.
- 16.4 The Provider will pay an agreed fee of per case to the software provider for licensing of the case management software platform
- 16.5 In recognition of the Providers marketing partnership with the Client, The Provider will pay a fee of £50 per case to the Client. Profit share payments will be paid on settlement in full of the case. This arrangement will not apply to MEDCO instructed cases.
- 16.6 The Provider will account to the Client, with management information, on a monthly basis. This information will highlight: payments received against outstanding invoices.

Schedule 1

To The Agreement For The procurement Medico-Legal services between the Client and the Provider

Service Level Agreement (SLA)

The Provider will use its best endeavors to comply with the SLA set out below.

The Client will receive a monthly performance report.

Table A

Set up case on Nephex case management system	24 hours from instruction
Email acknowledgement of instruction	24 hours from instruction
Provide medical appointment	24 hours from instruction (Where the Provider has diary access)
Instruct appropriate medical expert	28 days from instruction
Notification of failure to attend	Within 24 hours
Delivery of GP medico-legal report	3 working days from appointment
Delivery of consultant medico-legal report	10 working days from appointment
Completion of amendments	7 working days from request

Schedule 2

To The Agreement For The procurement Medico-Legal services between the Client and the Provider

Pricing table

The Provider will invoice all services directly to the Client. If payment is received from the TPI, the Provider will update the Fee Earner of the payment receipt by email. The Providers invoices are payable in compliance with section 2 of this agreement.

Table A

Service Description	Price
Procurement & supply of Medical Records	Cost of records plus £30
Supply of GP Medical report (Medco compliant)	£180.00
Supply of Orthopedic report (Medco compliant)	£420.00
Supply of Specialist Consultant	Price on application
Fail to attend confirmed appointment fee	£50.00

Upon signing this agreement, the Parties agree to be bound by the terms & conditions and accept Schedules 1 and 2.

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Signed & dated on behalf of the Provider

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Signed & dated on behalf of the Client